

NTAL

## SERVICE FEE AGREEMENT

## BROKER SERVICE FEE AGREEMENT

The integrity of independence.

CLIENT NAME: [REDACTED] Acquisitions, LLC

AGREEMENT DATE: March 1, 2017

AGREEMENT TERM: March 1, 2017 to March 1, 2018

SERVICE FEE: \$150,000 payable in full

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This Broker Service Fee Agreement ("Agreement") is entered into by and between Crystal & Company (and its affiliates and subsidiaries) (together "Crystal"), a Licensed Insurance Broker, and CBI Acquisitions, LLC (and its affiliates and subsidiaries) (together "Client") as of the date indicated above.

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1. *Appointment:* Client hereby appoints Crystal as its exclusive insurance broker of record for the purpose of marketing, negotiating and securing the placement of the property insurance coverages that are the subject of the Service Fee ("Property Placement"). Client acknowledges that Client has appointed Crystal as its insurance broker of record for the purpose of marketing, negotiating and securing the placement of other insurance coverages for which Crystal is compensated outside of the Service Fee and only by commissions from the insurance carriers ("Non-Property Placements").

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2. *Services:* Crystal shall provide Client with assistance in the preparation of all applications, underwriting data and other information necessary to obtain the coverages described in paragraph 1. Client shall promptly advise Crystal of material changes in the scope and/or conduct of the business activities and changes in the property held by Client and Crystal shall consult with and advise Client on the adequacy of existing coverages and either the reduction or procurement of increased or additional coverages as may be prudent and advisable.

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3. *Term and Termination:* This term of this Agreement shall be the Agreement Term, commencing at 12:01 AM on the Agreement Date ("Initial Term"). Neither party may terminate this Agreement during the Initial Term, except for a material breach. This Agreement may be renewed thereafter from year-to-year upon such terms and conditions as may be mutually agreed upon by the parties in writing.

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4. *Compensation:* In consideration of the services to be provided by Crystal pursuant to this Agreement for the Property Placement, Client shall pay to Crystal the Service Fee, which shall be fully earned as of the commencement of the Initial Term. It is further agreed that this compensation will be renegotiated in good faith and modified at renewal based upon factors such as number of employees, the size and scope of the business of Client and additional coverages procured through Crystal (as warranted). Client expressly consents to Crystal's receipt of commission compensation paid to it by insurance carriers for Client's Non-Property Placements. Client acknowledges that the Non-Property Placements' commissions are outside of the scope of, and in addition to, the Service Fee for the Property Placement and Client authorizes this compensation arrangement for Crystal. On request, Crystal will furnish detailed information with respect to any compensation Crystal has received in connection with Client.

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5. *Confidentiality:* Each party agrees that it: shall treat, protect and safeguard as proprietary and confidential all pertinent information disclosed to the other under this Agreement; will not make use of, either directly or indirectly, any of the information which it has received from the other, other than for the purpose for which the information has been disclosed (except with specific prior written authorization); and